

A. G. Contract No. KR901711TRD
ECS File: JPA-90-98
Project: IOMA163 H228901D
Section: Queen Creek TI
I-10 - Maricopa Road

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
PINAL COUNTY

THIS AGREEMENT is entered into 19 October, 1990,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and
PINAL COUNTY, ARIZONA, acting by and through its Board of
Supervisors (the "County").

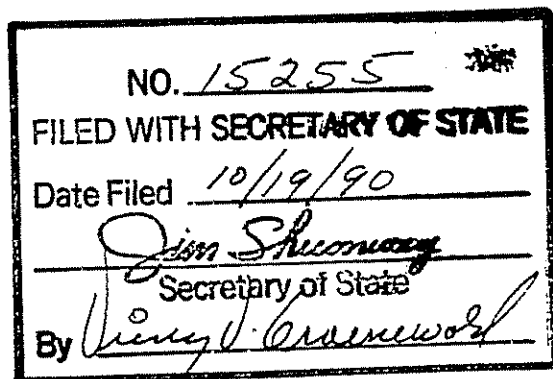
I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The County is empowered by Arizona Revised Statutes
Section 11-251 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the County.

3. The State and the County desire to participate in the
design of the Interstate 10 (I-10) - Queen Creek Traffic
Interchange at Maricopa Road, at an estimated cost of
\$540,000.00, hereinafter referred to as the Project.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:



II. SCOPE OF WORK

1. The County will:

a. Hire a consultant to provide design plans, specifications, studies and such other documents and services required for construction bidding and construction.

b. Provide the State, in State format, timely and sufficient design review documents at the thirty, sixty and ninety percent (30%, 60% and 90%) level of completion. Incorporate State's review comments.

c. Administer the consultant contract and make all payments thereunder. Be responsible for any consultant claims for extra compensation attributable to the County.

d. Invoice the State for the reasonable costs of the consultant design effort, no more often than monthly, in amounts sufficient to amortize the consultant contract, in a total amount estimated at \$540,000.00.

2. The State will:

a. Participate in the cost of the design effort in an amount not to exceed \$540,000.00, plus any future consultant change orders which are mutually agreed upon by the parties hereto. Reimburse the County within thirty days after receipt and approval of invoices.

b. Provide design review comments as appropriate.

c. Be responsible for any consultant claims for extra compensation attributable to the State.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said design effort and reimbursement; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a Project consultant contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518(B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Room 118E
Phoenix, AZ 85007

Pinal County
Ass't County Manager for Public Works/Engineer
PO Box 827
Florence, AZ 85232


7. Attached hereto and incorporated herein is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

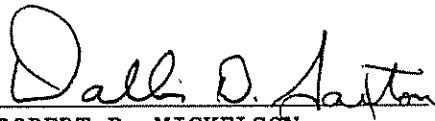
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

PINAL COUNTY, ARIZONA

STATE OF ARIZONA

Department of Transportation

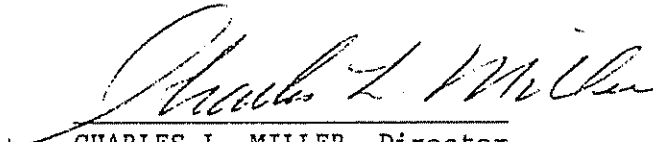
By 
DEAN WEATHERLY
Chairman, Pinal County
Board of Supervisors

By 
ROBERT P. MICKELSON
for Deputy State Engineer

RESOLUTION

BE IT RESOLVED on this 6TH day of July 1990, that I, CHARLES L. MILLER, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with Pinal County for the purpose of defining responsibilities for designing the Queen Creek Traffic Interchange on I-10 at Maricopa Road.

Therefore, authorization is hereby granted to draft said agreements which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.



CHARLES L. MILLER, Director
Arizona Department of
Transportation

JPA 90-98

APPROVAL OF THE PINAL COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and PINAL COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 24th day of Sept., 1990.

A handwritten signature in cursive script, appearing to read "Bill Gales", written over a horizontal line.

County Attorney



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert R. Corbin

INTERGOVERNMENTAL AGREEMENT


DETERMINATION

A. G. Contract No. KR90-1711-TRD, is an agreement between public agencies has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 12th day of October, 1990.

ROBERT K. CORBIN
Attorney General


Assistant Attorney General
Transportation Division